

RECORDATION NO. *8038-B* Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO
CONDITIONAL SALE AGREEMENT

Dated as of July 30, 1975

Between

U. S. RAILWAY MFG. CO.

as Vendor

and

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

as Vendee

Re:

\$849,680 Maximum Principal Amount 8.6%
Conditional Sale Indebtedness due 1980

of

Elgin, Joliet and Eastern Railway Company

FIRST AMENDMENT TO
CONDITIONAL SALE AGREEMENT

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT dated as of July 30, 1975 between U. S. RAILWAY MFG. CO., an Illinois corporation ("Manufacturer") and ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, an Illinois and Indiana corporation ("Railroad").

WHEREAS, the Manufacturer and the Railroad have hertofore executed and delivered that certain Conditional Sale Agreement dated as of July 30, 1975 (the "Conditional Sale Agreement") providing for the sale and delivery to the Railroad by, and the purchase by the Railroad from, the Manufacturer of certain items of railroad equipment consisting of 50 100-ton capacity 48'0" trough lift-off cover coil cars more fully described therein;

WHEREAS, the Railroad and the Manufacturer desire to amend and restate Schedule A to the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Manufacturer and the Railroad hereby covenant and agree that the Conditional Sale Agreement shall be deemed to be and it is hereby amended so that Schedule A thereto shall read in the manner and form as the Schedule attached hereto captioned "SCHEDULE A To Conditional Sale Agreement".

Except to the extent hereby amended, the Conditional Sale Agreement is in all respects ratified, confirmed and approved.

This First Amendment to Conditional Sale Agreement may be executed in any number of counterparts, each executed counterpart constituting an original, but all together only one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their officers or representatives, thereunto duly

authorized, and their respective corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

U. S. RAILWAY MFG. CO.

By Ralph E Bell
Its Vice President

(Corporate Seal)

Attest:

[Signature]
Assistant Secretary

ELGIN, JOLIET AND EASTERN RAILWAY
COMPANY

By [Signature]
Vice President-Finance

(Corporate Seal)

Attest:

[Signature]
Secretary

The undersigned, as the assignee of certain rights and interests of U. S. Railway Mfg. Co., as Owner-Vendor under the Conditional Sale Agreement, pursuant to an Agreement and Assignment dated as of July 30, 1975 between U. S. Railway Mfg. Co. and the undersigned, hereby consents and agrees to the aforesaid First Amendment to Conditional Sale Agreement.

THE NATIONAL BANK AND TRUST COMPANY
OF SOUTH BEND

By [Signature]
Its Asst. Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 17th day of Sept, 1975, before me personally appeared Ralph E. Bell, to me personally known, who, being by me duly sworn, says that he is a Vice President of U. S. RAILWAY MFG. CO., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Paula Jeller
Notary Public

(Seal)

My Commission Expires:

My Commission Expires April 16, 1979

STATE OF PENNSYLVANIA)
) SS
COUNTY OF ALLEGHENY)

On this 23rd day of September, 1975, before me personally appeared V. W. KRAETSCH, to me personally known, who, being by me duly sworn, says that he is the Vice President-Finance of ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dorothy M. Tellep
Notary Public

(Seal)

My Commission Expires:

DOROTHY M. TELLEP, Notary Public
PITTSBURGH, ALLEGHENY COUNTY, PA.
MY COMMISSION EXPIRES
DECEMBER 18, 1978

SCHEDULE A

To Conditional Sale Agreement

MANUFACTURER	U. S. Railway Mfg. Co.
DESCRIPTION OF EQUIPMENT	50 100-ton capacity 48'0" Trough Lift-Off Cover Coil Cars bearing Elgin, Joliet and Eastern Rail- way Company identifying nos. 6950 to 6999, both inclusive
SPECIFICATIONS	Purchase Order No. E-01490-18-C
BASE PRICE	\$33,017.80 per Item (\$1,650,890 for 50 Items)
DELIVER TO	Elgin, Joliet and Eastern Railway Company
PLACE OF DELIVERY	F.O.B. Plymouth, Michigan at Manufacturer's Facilities
ESTIMATED DELIVERY DATES	August - September, 1975
OUTSIDE DELIVERY DATE	September 30, 1975